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*Attorneys for Defendant*  
Richard Scott Dennis

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

AMERICAN NEIGHBORHOOD MORTGAGE Case No. 1:23-cv-22065-KMW-AMD  
ACCEPTANCE COMPANY LLC D/B/A  
ANNIEMAC HOME MORTGAGE,

Plaintiff,

v.

**DEFENDANT'S ANSWER WITH  
SEPARATE DEFENSES TO  
PLAINTIFF'S COMPLAINT**

RICHARD SCOTT DENNIS, an individual

Defendant.

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Defendant Richard Scott Dennis (“Defendant”), by way of an Answer to the Complaint, states as follows:

**AS TO PARTIES, JURISDICTION AND VENUE**

1. Defendant denies the allegations contained in paragraph 1 of the Complaint as they call for a legal conclusion.
  
2. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first two sentences of paragraph 2 of the Complaint. Defendant denies the allegations contained in the third sentence of paragraph 2 of the Complaint as they call for a legal conclusion.

3. Defendant denies the allegations contained in paragraph 3 of the Complaint as they call for a legal conclusion. Defendant admits that he is domiciled in California.

4. Defendant denies the allegations contained in paragraph 4 of the Complaint as they call for a legal conclusion.

5. Defendant denies the allegations contained in paragraph 5 of the Complaint as they call for a legal conclusion.

### **GENERAL ALLEGATIONS**

#### **The May 2, 2022 Loan**

6. Defendant admits that he entered into a Loan Agreement with plaintiff dated April 29, 2022 and denies the remainder of the allegations contained in paragraph 6 of the Complaint. Defendant refers to the Loan Agreement for its actual terms.

7. Defendant admits that he executed a Promissory Note with plaintiff and denies the remainder of the allegations contained in paragraph 7 of the Complaint. Defendant refers to the Promissory Note for its actual terms.

8. Defendant admits the allegations contained in paragraph 8 of the Complaint but states the amount of the payment was actually \$54,815.00.

9. Defendant denies the allegations contained in paragraph 9 of the Complaint and refers to the Promissory Note for its actual terms.

10. Defendant denies the allegations contained in paragraph 10 of the Complaint and refers to the Loan Agreement for its actual terms.

11. Defendant denies the allegations contained in paragraph 11 of the Complaint.

12. Defendant denies the allegations contained in paragraph 12 of the Complaint.

13. Defendant admits the allegations contained in paragraph 13 of the Complaint and further states that he is under no obligation to repay the unpaid principal and interest.
14. Defendant denies the allegations contained in paragraph 14 of the Complaint.
15. Defendant denies the allegations contained in paragraph 15 of the Complaint.
16. Defendant denies the allegations contained in paragraph 16 of the Complaint.
17. Defendant denies the allegations contained in paragraph 17 of the Complaint as they call for a legal conclusion.

**The June 23, 2022 Loan**

18. Defendant admits that he entered into a Loan Agreement with plaintiff dated June 22, 2022 and denies the remainder of the allegations contained in paragraph 18 of the Complaint. Defendant refers to the Loan Agreement for its actual terms.
19. Defendant admits that he executed a Promissory Note with plaintiff and denies the remainder of the allegations contained in paragraph 19 of the Complaint. Defendant refers to the Promissory Note for its actual terms.
20. Defendant admits the allegations contained in paragraph 20 of the Complaint.
21. Defendant denies the allegations contained in paragraph 21 of the Complaint and refers to the Promissory Note for its actual terms.
22. Defendant denies the allegations contained in paragraph 22 of the Complaint and refers to the Loan Agreement for its actual terms.
23. Defendant denies the allegations contained in paragraph 23 of the Complaint.
24. Defendant denies the allegations contained in paragraph 24 of the Complaint.
25. Defendant admits the allegations contained in paragraph 25 of the Complaint and further states that he is under no obligation to repay the unpaid principal and interest.

26. Defendant denies the allegations contained in paragraph 26 of the Complaint.
27. Defendant denies the allegations contained in paragraph 27 of the Complaint.
28. Defendant denies the allegations contained in paragraph 28 of the Complaint.
29. Defendant denies the allegations contained in paragraph 29 of the Complaint as they call for a legal conclusion.

**COUNT I**

**BREACH OF THE APRIL 29, 2022 LOAN AGREEMENT**

30. Defendant repeats his responses to the allegations contained in paragraphs 1 through 29 of the Complaint as if fully set forth at length herein.
31. Defendant denies the allegations contained in paragraph 31 of the Complaint as they call for a legal conclusion.
32. Defendant admits the allegations contained in paragraph 32 of the Complaint and further states that the amount of the payment was \$54,815.00.
33. Defendant denies the allegations contained in paragraph 33 of the Complaint.
34. Defendant denies the allegations contained in paragraph 34 of the Complaint.

**COUNT II**

**ENFORCEMENT OF THE APRIL 29, 2022 PROMISSORY NOTE**

35. Defendant repeats his responses to the allegations contained in paragraphs 1 through 34 of the Complaint as if fully set forth at length herein.
36. Defendant denies the allegations contained in paragraph 36 of the Complaint as they call for a legal conclusion.
37. Defendant denies the allegations contained in paragraph 37 of the Complaint and refers to the Promissory Note for its actual terms.

38. Defendant denies the allegations contained in paragraph 38 of the Complaint as they call for a legal conclusion.

39. Defendant denies the allegations contained in paragraph 39 of the Complaint and refers to the Promissory Note for its actual terms.

40. Defendant denies the allegations contained in paragraph 40 of the Complaint.

41. Defendant admits the allegations contained in paragraph 41 of the Complaint and further states that he is under no obligation to repay the loan or any interest.

42. Defendant denies the allegations contained in paragraph 42 of the Complaint.

### **COUNT III**

#### **BREACH OF THE JUNE 22, 2022 LOAN AGREEMENT**

43. Defendant repeats his responses to the allegations contained in paragraphs 1 through 42 of the Complaint as if fully set forth at length herein.

44. Defendant denies the allegations contained in paragraph 44 of the Complaint as they call for a legal conclusion.

45. Defendant admits the allegations contained in paragraph 45 of the Complaint.

46. Defendant denies the allegations contained in paragraph 46 of the Complaint.

47. Defendant denies the allegations contained in paragraph 47 of the Complaint.

### **COUNT IV**

#### **ENFORCEMENT OF THE JUNE 22, 2022 PROMISSORY NOTE**

48. Defendant repeats his responses to the allegations contained in paragraphs 1 through 47 of the Complaint as if fully set forth at length herein.

49. Defendant denies the allegations contained in paragraph 49 of the Complaint as they call for a legal conclusion.

50. Defendant denies the allegations contained in paragraph 50 of the Complaint and refers to the Promissory Note for its actual terms.

51. Defendant denies the allegations contained in paragraph 51 of the Complaint as they call for a legal conclusion.

52. Defendant denies the allegations contained in paragraph 52 of the Complaint and refers to the Promissory Note for its actual terms.

53. Defendant denies the allegations contained in paragraph 53 of the Complaint.

54. Defendant admits the allegations contained in paragraph 54 of the Complaint and further states that he is under no obligation to repay the unpaid principal and interest.

55. Defendant denies the allegations contained in paragraph 55 of the Complaint.

**PRAYER FOR RELIEF**

Defendant denies all relief requested in the Demand for Judgment paragraph following Paragraph 55 of the Complaint.

**DEFENDANT'S DEMAND FOR A JURY TRIAL**

Defendant demands a trial by jury as to all factual allegations and claims contained in the Complaint.

**SEPARATE DEFENSES**

**FIRST SEPARATE DEFENSE**

The Complaint fails to state a claim upon which relief may be granted.

**SECOND SEPARATE DEFENSE**

Plaintiff is not entitled to any relief as a matter of law.

**THIRD SEPARATE DEFENSE**

Plaintiff is not entitled to the remedies sought in the Complaint.

**FOURTH SEPARATE DEFENSE**

Defendant is not required to pay back the loans at issue because Plaintiff terminated Defendant's employment without Cause as defined in the Loan Agreements.

**FIFTH SEPARATE DEFENSES**

Defendant did not resign his employment with Plaintiff.

**SIXTH SEPARATE DEFENSE**

Plaintiff is not entitled to recover its attorneys' fees and costs.

**SEVENTH SEPARATE DEFENSE**

Plaintiff's claims are barred in whole or in part because they are frivolous.

**EIGHTH SEPARATE DEFENSE**

Plaintiff would be unjustly enriched by any recovery.

**NINTH SEPARATE DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrines of waiver, estoppel, laches, and/or unclean hands.

**TENTH SEPARATE DEFENSE**

At all times relevant hereto, Defendant acted in good faith and did not violate any rights to which Plaintiff may have been entitled under any law, rule, regulation, or contract.

**ELEVENTH SEPARATE DEFENSE**

Defendant reserves the right to assert additional defenses as Plaintiff's claims are clarified through the course of litigation.

WHEREFORE, Defendant Richard Scott Dennis demands judgment in his favor and against Plaintiff dismissing the Complaint in its entirety and with prejudice and awarding Defendant costs, attorneys' fees and such other and further relief as deemed appropriate by the Court.

**LAW OFFICES OF DAMIAN CHRISTIAN SHAMMAS, LLC**  
*Attorneys for Defendant  
Richard Scott Dennis*

By: *s/Damian Christian Shammas*  
Damian Christian Shammas

Dated: December 15, 2023

**CERTIFICATE OF SERVICE**

A copy of the foregoing Defendant's Answer and Separate Defenses to Plaintiff's Complaint was filed electronically via ECF and served on this day via ECF upon all counsel of record.

**LAW OFFICES OF DAMIAN CHRISTIAN SHAMMAS, LLC**  
*Attorneys for Defendant  
Richard Scott Dennis*

By: *s/Damian Christian Shammas*  
Damian Christian Shammas

Dated: December 15, 2023